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4 BILL NO. S-75-03-21

5 SPECIAL ORDINANCE NO. S- 42-75.

6 AN ORDINANCE approving a contract with HIPSKIND
7 ASPHALT CORPORATION for Street Resolution
8 NO. 5673-1974

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated February 13, 1975 between the
12 City of Fort Wayne, by and through its Mayor and the Board of Public Works and
13 HIPSKIND ASPHALT CORPORATION, for street improvement as follows:

14 Forest Avenue from the east property line of Reed Road
15 to approximately the west property line of Berkley Avenue
16 for a total cost of \$61,447.00, of which the property owners will pay approximately
17 \$12,740 and the balance to be paid by the City, all as more particularly set forth
18 in said Contract, which is on file in the Office of the Board of Public Works, and
19 is by reference incorporated herein, made a part hereof and is hereby in all
20 things ratified, confirmed and approved.

21 SECTION 2. This Ordinance shall be in full force and effect from and
22 after its passage and approval by the Mayor.

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25 Councilman

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35 APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City-Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date:

3/11/75

Charles W. Tipton
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed ~~(lost)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
KRAUS	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE:

3-25-75

Charles W. Tipton
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution, No. S 42-75 on the 25th day of March, 1975).

ATTEST:

(SEAL)

Charles W. Tipton
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of March, 1975, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Tipton
CITY CLERK

Approved and signed by me this 26th day of March, 1975, at the hour of 3:00 o'clock P. M., E.S.T.

James Stier
MAYOR

Bill No. S-75-03-21

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with HIPSKIND ASPHALT CORPORATION for Street

Resolution No. 5673-1974

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

W. C. Moses Jr

John Nuckols
William T. Hinga
D. J. Schmidt

OFFICE OF CITY ENGINEER
FORT WAYNE, INDIANA

OFFICE OF CITY ENGINEER
FORT WAYNE, INDIANA

CONTRACT

This Agreement, made and entered into this 3 day of March, 1975

by and between ----- HIPSKIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Forest Avenue from the east property line of Reed Road to approximately the west property line of Berkley Avenue.

by grading and paving the roadway to a width of twenty seven feet with
(including curbs)

6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5673-1974 ~~and at the following price per lineal foot~~

at the following prices:

Excavation - Regular	Four dollars and no cents, per cubic foot	4.00
#53 Stone for Driveways 4"	One dollar and seventy five cents, per square yard	1.75
Private Driveway-6" Pl.Conc.	Fourteen dollars and no cents, per square yard	14.00
Street Pavement 6" Plain Conc.	Nine dollars and seventy five cents, per square yard	9.75
Hot Asphalt Base, #53B, 5"	Eighteen dollars and no cents, per ton	18.00
Hot Asphaltic Binder #9 (2")	Nineteen dollars and no cents, per ton	19.00
Hot Asphaltic Top, City Mix A-2, 1"	Twenty dollars and no cents, per ton	20.00
6"x6" Integral Curb (Straight-Radial)	Four dollars and no cents, per lineal foot	4.00
Fine Grading	Sixty cents, per square yard	0.60
Seeding (Includes Straw Mulch)	One dollar and no cents, per square yard	1.00
Old Manhole Covers adjusted & set to grade	Two hundred fifty dollars and no cents, each	250.00
New Inlets to be constructed (33")	Four hundred dollars and no cents, each	400.00
12" Sewer Pipe Cl. IV, RCP	Twenty dollars and no cents, per lineal foot	20.00
54" Sewer Pipe	Sixty dollars and no cents, per lineal foot	60.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5673-1974~~ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before July 15, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 13 day of Feb, 1975

HIPSKind ASPHALT CORPORATION

BY: David R. Hipskind

ITS: Trees

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl O'Neal

Glen C. Calkins

John A. Lebeck

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO., DALLAS, TEXAS-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY ONE THOUSAND

FOUR HUNDRED SEVENTY SEVEN DOLLARS AND NO CENTS-----

----- (\$ 61,477.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----HIPSKIND ASPHALT CORPORATION-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

-----Street-----Pavement

on Forest Avenue ~~XXXXXX~~ Street from the east property line of Reed

Road to approximately the west property line of Berkley Avenue

-----according to certain plans and specifications, and
for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

HIPSKIND ASPHALT CORPORATION-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 13 day of Feb 75

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Tenen
(Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION

BY: David L. Hipskind (SEAL)

ITS: Tras (SEAL)

Approved this 3rd day of March, 1976

Carol O'Neil

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

City Attorney

LIABILITY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and TRINITY UNIVERSAL INSURANCE CO., DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY ONE

THOUSAND, FOUR HUNDRED SEVENTY SEVEN DOLLARS AND NO CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$61,477.00)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 13 day of Feb 75

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terrence Wood
(Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipkind (SEAL)

ITS: Treas. (SEAL)

----- (SEAL)

Approved this 3rd day of March, 1975

Carl E. O'Neal

Glen Cahlin

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

February 3, 1975

IN RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1975, in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	9.08	40	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17430		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35¢holid
IRON WORKER	S	9.70	55	65		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	5.95-6.25	35	30		7	
	S-SS-SS	5.90-6.05	35	30		7	
	S-SS-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 18 DAY OF June, 19 75

Wayne T. Kipler
REPRESENTING GOVERNOR, STATE OF INDIANA

J. D. Brannon
REPRESENTING THE AWARDDING AGENT.

And M. Rios
REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

✓
S- 75-03-21

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This is a Barrett Law project on which the property owners will be paying \$6.50 per front foot or a total of \$12,740.00. Balance to be paid by City. (Total amount of contract is \$61,447.00)

COPY OF CONTRACT AND BID TABULATION SHEET ATTACHED

EFFECT OF PASSAGE Repair of street on Forest Avenue from Reed to Berkley

EFFECT OF NON-PASSAGE Failure to maintain deteriorating street.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$61,477.00

ASSIGNED TO COMMITTEE

Public Works J.B.